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Rs. 200

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Description of Document	:	Article 12 Bond
Description	:	AGREEMENT
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Second Party	:	CIVIL QUALITY CONSULTANTS AND ENGINEERS BANGALORE
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Please write or type below this line

CONTRACT FOR CONSULTING SERVICES

Agreement No: EE/DD/AG/330 /2018-19 **Dated:** 18-02-2019

This Contract Agreement is entered on the day of 11th of February 2019 between The Executive Engineer Dasarahalli Division, BBMP, M.EI Layout Hesaragatta Main Bagalagunte 560 073.(on behalf of Commissioner, BBMP herein after referred as Client)

And

M /S Civil Quality Consultants and Engineers #133,Bhuvaneshwari nagara,, Doddabasthi Main road Bangalore North- 560056. (herein after referred as Consultant)

Consultant

Executive Engineer Dasarahalli Division

EXECUTIVE ENGINEER
Bruhat Bangalore Mahanagara Palike
Dasarahalli Division, Bangalore-560057

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WHEREAS, the Client wishes to have the Consultant performing the services hereinafter referred to, and

WHEREAS, the Consultant is willing to perform these services, **"Consultancy Services for Preparation of Detailed Project Report for the work of Improvement of 4 no of roads and drains in ward no-14, of Dasarahalli Division Dasarahalli Zone."**

NOW THEREFORE THE PARTIES hereby agree as follows:

1. Services:

(i) The Consultant shall perform the services specified in Attachment A, "Terms of Reference and Scope of Serv ices," which is made an integral part of this Contract ("The Services").

(ii) The Consultant shall provide the personnel listed in Attachment B, Consultant's Personnel" to perform the Services.

(iii) The Consultant shall submit to the Client the reports in the form and within the time periods specified in Attachment C, "Consultant's Reporting Obligations".

2. Term:

The Consultancy services for preparation of project report for the said project roads will be required for a period of weeks and the scope the work is as mentioned below.

- Collect inventory data to do condition survey of road, bridge, culvert, as per IRC SP:19 and prepare inventory in the computerized format.
- Conduct CBR test in case of formation of New Roads on the existing sub-grade as per IRC:37-2001.
- Carry out Benkleman deflection beam test as per IRC:81-1997 for over layer design in case of strengthening required.
- To design Rehabilitation improvement repair measures of existing structures like road side drain, footpath, culverts etc.
- Prepare Bill of Quantities and estimates based on current scheduled rate of PWD Bangalore Circle 2016-17
- Conduct BBD Investigation and over lay design.
- Preparation of LBD, Bill of Quantities and Cost Estimation.
- Preparation of Engineering drawing and detailed report.
- Preparation of Technical Specifications and Tender Documents.

3. Payment:

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A. Ceiling: For Services rendered pursuant to Attachment A, the Client shall pay the Consultant an amount not to exceed **Rs. 949000.00/-** (Rupees Nine Lakhs Forty Nine Thousand Only) **inclusive of all taxes.** This amount has been established based on the understanding that it includes all of the Consultant's costs as well as any tax obligation that may be imposed on the Consultant.

B. Schedule of Payments

The Schedule of payments shall be as under:

i. 50% of Contract Price: On submission of draft project report.
ii. 50% of Contract Price: On submission of Final detailed project report

Note: All payments shall be made on submission of pre-receipted invoices by the Consultant in duplicate for the respective stages.

C. Payment Conditions:

Payment shall be made in Indian Rupees, no later than 90 days following submission by the Consultant of invoices in duplicate to the Coordinator designated in Clause 4.

4. Contract Administration:

A. Coordinator:

The Client designates Executive Engineer (RI-Dasarahalli Division) As Client's Coordinator. The Coordinator shall be responsible for the coordination of activities under the Contract, for acceptance and approval of the reports and other deliverables by the consultant and for receiving and approving invoices for the payment.

B. Reports:

The Report listed in Attachment B, "Consultant's Reporting Obligations" Shall be submitted in the course of the assignment, and will constitute the basis for the payments to be made under Clause 3.

5. Performance Standards:

The Consultants undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.

6. Confidentiality:

The Consultant shall not, during the term of the Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Clients business or operations without the prior written consent of the Client.

7. Ownership of Material:

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Any studies, reports or other material, graphic, software or otherwise, prepared by Consultant for the Client under the Contract shall belong and remain the property of Client. The Consultant may retain a copy of such documents and software: but shall not use them for purposes unrelated to this Contract without prior written approval of the Client.

8. Consultant not to be engaged in certain activities:

The Consultant agrees that during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than the Services or any continuation thereof) for any project resulting from or closely related to the Services.

9. Insurance:

The Consultant will be responsible for appropriate insurance coverage. In this regard, the Consultant shall maintain workers compensation, employment liability insurance for their staff on the assignment. The Consultant shall also maintain comprehensive general liability insurance, including contractual liability coverage adequate to cover the indemnity of obligation against all damages, costs, and charges and expenses for injury to any person or damage to any property arising out of, or in connection with the services which result from the fault of the Consultant or its staff. The Consultant shall provide the Client with certification thereof up on request.

10. Assignment:

The Consultant shall not assign this Contract or to Sub-Contract any portion without the Client's prior written consent.

11. Law governing the Contract:

The Contract shall be governed by the Laws of India.

12. Indemnify the Client:

The Consultant shall indemnify and hold harmless the Client against any and all claims, demands and/or judgments of any nature brought against the Client arising out of the Services by the Consultant and its staff under the Contract. The obligation under this Clause shall survive the termination of the Contract.

For the Client	**The Consultant**
Signed By:	Signed By:
Name and Designation	**Name:**
Date: Place:	Date: Place:

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List of Attachments to the Contract:

Attachment A: Terms of Reference

Annexure A

TERMS OF REFERENCE (TOR)

1 BACKGROUND

BBMP is desirous of obtaining **Consultancy Services for Preparation of Detailed Project Report for the work of Improvement of 4 no of roads and drains in ward no-14, of Dasarahalli Division Dasarahalli Zone."**

The BBMP intends to procure the services of a Consulting firm to Prepare a **Detail Project** Report for undertaking the assignment of preparing a concept plan and connectivity details for **"Consultancy Services for Preparation of Detailed Project Report for the work of Improvement of 4 no of roads and drains in ward no-14, of Dasarahalli Division Dasarahalli Zone"**

Consultants shall study the selected roads locations, conduct necessary Road inventory surveys, review the available soil reports, prepare a concept plan for improvements to drain, footpath and asphalt details of arterial and sub arterial roads.

Specifically the following tasks are intended to be carried out:

(a) Conduct site reconnaissance survey

(b) Conduct necessary inventory

(c) Review of available soil reports

(d) Prepare concept plan

(e) Prepare typical cross section of the roads

(f) Prepare preliminary ballpark cost estimates

(g) Prepare and Submit Detail Project Report

Bruhat Bangalore Mahanagar Palike has decided to take up the development of various Arterial and Sub Arterial roads in and around Bangalore city under Nagarothan Grants where the intensity of traffic has increased significantly and there is a requirement for augmentation of capacity for safe and efficient movement of traffic.

3. Detailed Scope of Services

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3.1 General

The Consultant shall perform the assignment described herein with due care and diligence to attain the objectives of the study. The BBMP will provide the Consultant with available reports, data and services appropriate to achieving the objectives of the study, especially soil investigation reports, future road plans, etc., the . The Consultant shall be however responsible for the analysis and interpretation of all data received and give conclusions and recommendations derived from this data.

3.2 The Consultant shall perform the principal services outlined below as a part of responsibility for the preparation of Project Report. They shall provide the qualified professional staff with relevant experience to carry out the assignment. The Services will include but not be limited to the following:

3.2.1 ***Inventory***

A inventory shall be established so that the following information is available

- Details of the Roads with cross road names, carriage way widths, footpath or shoulder details, etc.
- Availability of drains, their widths and drainage conditions of Roads

3.2.2*Secondary Data collections*

The Consultant shall collect necessary secondary data relevant to the project site, if available. Such information's shall include

- Road widening schemes or proposal for selected roads.

3.2.7 Concept Plan/Ore-feasibility Report

Consultant shall conduct the following tasks as part of concept plan

1. Prepare concept plan for roads considering all the above data and analysis
2. the concept plan shall be marked on Google images showing chain-ages, lanes, junctions, etc.,
3. Prepare typical cross section of the road showing the road improvement
4. No land acquisition work is envisaged at this stage

3.2.7 Preliminary estimates

The Consultant shall prepare preliminary ball park estimates based on length of road, number and lump sum cost for utility shifting, social costs, etc.,

***3.2.6* Land Acquisition**

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Land acquisitions work is envisaged in the current assignment.

4.0 Reports, Time Schedule and Payment Schedule

4.1.1 Contract Schedule

The consultancy services for Preparation of Detail Project report for the said project road will be required for a period of **4 weeks**.

4.1.2 Schedule of Reports

The Consultant shall prepare and submit four (4) copies of each of the following reports and documents (in English) to BBMP.

4.1.3 Contents of Reports

a. Draft Project Report

a. The Report should summarise the findings, analysis, results and recommendations of the study, and shall cover all the aspects as per the Scope of the work.

b. The Consultant shall submit this report within the time schedule indicated to the BBMP for review and comments

b. Final Detailed Project report

The Final Detailed Project report should incorporate all the suggestions and comments of BBMP

4.1.4 Time Schedule

The Time Schedule shall be as follows

- Commencement of services -----1 week From the date of agreement
- Draft Project report ----- 1 weeks
- Final Detailed Project Report ----- 2weeks

5.0 Key Professionals for the required Services

The assignment requires a Team Leader Cum Senior Road Engineer, Senior Highway/ bridge Engineer and a quantity estimator assisted with well experienced support team.

The minimum required experience and qualification are as given below:

1. **Team Leader Cum Highway Engineer:** This is the senior most position and the expert engaged as the team leader shall be responsible for Investigation, Preparation of Detailed Project Report, Preparation of Tender documents, and Tender Assistance. This position requires Senior Engineer who shall be a

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Graduate in civil engineering and post graduate in Highway/Transportation Engineering having minimum experience of 10 years and should have experience in preparing DPR for road projects. Should have been a team leader for at least one similar project.

2. **Senior Highway / Bridge Engineer:** This position requires a graduate in Civil Engineering with minimum of 10 years experience. He should have handled in the last 5 years as Senior Highway / Bridge Engineer at least two major highway / Similar road projects.
3. **Quantity and Contracts expert:** The staff proposed for this position shall be responsible for preparing bill of quantities, deriving unit rates, preparing cost estimates, tender documents, technical specifications, etc. This position requires Senior Engineer who shall have graduate degree in civil engineering with minimum experience of 10 years and should have experience in preparing BOQ, Cost estimates, tender documents in at least two highway projects in last 5 years
4. **Other Professional staff:** The Other Key professionals shall be at least graduates in civil engineering in relevant fields and shall have minimum 8 years' experience in relevant fields.

4.1.7 **Disputes if any:**

Dispute if any, between the client and the Consultant, the decision of the commissioner, BBMP, Bangalore is final and binding on both the Client and Consultant

5 Specific Responsibilities of the Consultant

- The Consultant shall be fully responsible for collecting data and information from the Government agencies.
- All information, data and reports obtained from these agencies in the execution of the services shall be properly reviewed and analysed by the Consultant.

6 Obligations of the Client

6.1 Documents

The BBMP shall provide the Consultant with copies of all data and reports available related to soil and considered relevant to the execution of Consultant's work and liaison with other departments for access of information and data.

6.2 Liaison and Access

The BBMP shall provide liaison with other Government agencies and Departments for the introduction of the Consultant. The Consultant shall be given unhindered access to the relevant agencies / Departments in order to complete the project successfully.

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